

City of Augusta
Development Review Application
 Bureau of Planning, Department of Development Services

Address of Proposed development: 208 Western Avenue		
Zone(s): CC (Regional Business District)		
Project Name: Fast Eddie's Express Carwash LLC.		
Existing Build (sq. ft.): 5,410 sf	Proposed Building (sq. ft.): 4,405 sf footprint	
Existing Impervious (sq. ft.): 31,705 sf	Proposed Imperv. (sq. ft.): 23,155 sf	
Proposed Total Disturbed Area of the Site: 36,820 sf Proposed disturbance of greater than one acre requires a Chapter 500, Stormwater Management Permit from the Maine Department of Environmental Protection (DEP).		
Owner's Name/Address: Affordable Mid Coast Housing, LLC. P.O. Box 9340 Auburn, ME 04210 Phone #: Cell #: 754-3630 e-mail: Schotts@roadrunner.com	Applicant's Name/Address: Capital City Holdings, LLC. c/o Ed Goff 9 Goff Drive Norridgewock, ME 04957 Phone #: Cell #: 612-9602 e-mail: butlerscarwash@gmail.com	Consultant's Name/Address: E.S. Coffin Engineering & Surveying c/o Jim Coffin P.O. Box 4687 Augusta, ME 04330-1687 Phone #: 623-9475 Cell #: 242-8500 e-mail: jcoffin@coffineng.com
Tax Map #: 21 Lots #: 3	Lot Size (acres): 0.92 Frontage (Feet): 140' (Western Ave) & 233.6' (Pet Haven Lane)	Form for Evidence of Standing (deed, purchase and sale agreement, other): Purchase/Sale Agreement
For Staff Use Fee Calculation: Major Development max fee is \$4,000; Minor Development max fee is \$1,000 Major Development: \$2,000 + (number of sq ft over 25,000 x \$0.15) = Minor Development: \$250 + (number of sq ft over 5,000 x \$0.15) = All Development: Number of Abutters x (1oz First Class postage fee + \$0.15) = Total Fee:		
Signatures <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Applicant: <u>James Coffin</u> Owner: _____ Agent: <u>James Coffin</u> </div> <div style="width: 35%;"> Date: <u>August 07, 2015</u> Date: _____ Date: <u>August 07, 2015</u> </div> </div>		

Checklist. The checklist below must be completed by the applicant. The required material or a written waiver request must be provided.

Information Required on Plan(s) See Augusta Land Use Ordinance for greater detail	Included	Waiver Requested
a. Name of Site Plan (Sec 4.5.2.1 of the Land Use Ordinance)	<input checked="" type="checkbox"/>	
b. Owner(s) name and address (4.5.2.2)	<input checked="" type="checkbox"/>	
c. Deed reference to subject parcel (4.5.2.3)	<input checked="" type="checkbox"/>	
d. Engineer's name, address, signature and seal (4.5.2.4)	<input checked="" type="checkbox"/>	
e. Surveyor's name, address, signature and seal (4.5.2.5)	<input checked="" type="checkbox"/>	
f. Scale, both in graphic and written form (4.5.2.6)	<input checked="" type="checkbox"/>	
g. Date and Revision box (4.5.2.7)	<input checked="" type="checkbox"/>	
h. Zoning designation(s) (4.5.2.8)	<input checked="" type="checkbox"/>	
i. North Arrow (true and magnetic, dated or grid) (4.5.2.9)	<input checked="" type="checkbox"/>	
j. Ownership, location and present use of abutting land (4.5.2.11)	<input checked="" type="checkbox"/>	
k. Location map (4.5.2.12)	<input checked="" type="checkbox"/>	
l. Streets, existing & proposed, with curve data (4.5.2.13 & 4.6.2.5)	<input checked="" type="checkbox"/>	
m. Drainage and erosion control (4.5.2.14)	<input checked="" type="checkbox"/>	
n. Utilities, existing and proposed (4.5.2.15)	<input checked="" type="checkbox"/>	
o. Topography, 2 foot contours (4.5.2.16)	<input checked="" type="checkbox"/>	
p. Parcel boundaries and dimensions (4.5.2.17)	<input checked="" type="checkbox"/>	
q. Proposed Use of the property (4.5.2.18)	<input checked="" type="checkbox"/>	
r. Proposed public or common areas (4.5.2.19)	<input checked="" type="checkbox"/>	
s. Boundary Survey and associated information (4.5.2.20)	<input checked="" type="checkbox"/>	
t. Traffic controls, off-street parking and facilities (4.5.2.21)	<input checked="" type="checkbox"/>	
u. Proposed fire protection plans or needs (4.5.2.22)	<input checked="" type="checkbox"/>	
v. Landscaping and buffering (4.5.2.23)	<input checked="" type="checkbox"/>	
w. Outdoor lighting plan (4.5.2.24)	<input checked="" type="checkbox"/>	
x. Freshwater wetlands (4.4.1.14)	<input checked="" type="checkbox"/>	
y. River, stream or brook (4.4.1.15)	<input checked="" type="checkbox"/>	
Information Required in Written Project Narrative See Augusta Land Use Ordinance for greater detail	Included	Waiver Requested
a. Pollution – Undue water or air pollution (4.4.1.1)	<input checked="" type="checkbox"/>	
b. Water – Sufficient potable water (4.4.1.2)	<input checked="" type="checkbox"/>	
c. Municipal Water – is there adequate supply (4.4.1.3)	<input checked="" type="checkbox"/>	
d. Soil Erosion – unreasonable soil erosion (4.4.1.4)	<input checked="" type="checkbox"/>	
e. Road congestion and safety (4.4.1.5 & 4.5.2.21)	<input checked="" type="checkbox"/>	
f. Sewage waste disposal – adequate provisions (4.4.1.6)	<input checked="" type="checkbox"/>	
g. Solid waste – adequate provisions (4.4.1.7)	<input checked="" type="checkbox"/>	
h. Aesthetic, cultural, and natural values (4.4.1.8)	<input checked="" type="checkbox"/>	
i. Conformity with city ordinances and plans (4.4.1.9)	<input checked="" type="checkbox"/>	
j. Financial and technical ability (4.4.1.10)	<input checked="" type="checkbox"/>	
k. Surface water, shoreland, outstanding rivers (4.4.1.11)	<input checked="" type="checkbox"/>	
l. Ground water – negative impact (4.4.1.12)	<input checked="" type="checkbox"/>	
m. Flood areas (4.4.1.13)	<input checked="" type="checkbox"/>	
n. Freshwater wetlands – description of impact (4.4.1.14)	<input checked="" type="checkbox"/>	
o. Stormwater – management plans (4.4.1.16)	<input checked="" type="checkbox"/>	
p. Access to direct sunlight (4.4.1.17)	<input checked="" type="checkbox"/>	
q. State Permits – description of requirements (4.4.1.18)	<input checked="" type="checkbox"/>	
r. Outdoor lighting – description of lighting plans (4.4.1.20)	<input checked="" type="checkbox"/>	

Additional Information Required in Written Narrative See Augusta Land Use Ordinance for greater detail Where the items below duplicate the items above, identical responses are permitted and encouraged.	Included	Waiver Requested
s. Neighborhood Compatibility – description per ordinance (6.3.4.1)	<input checked="" type="checkbox"/>	
t. Compliance with Plans and Policies (6.3.4.2)	<input checked="" type="checkbox"/>	
u. Traffic Pattern, Flow, and Volume analysis (6.3.4.3)	<input checked="" type="checkbox"/>	
v. Public facilities – Utilities including stormwater (6.3.4.4)	<input checked="" type="checkbox"/>	
w. Resource protection and the environment (6.3.4.5)	<input checked="" type="checkbox"/>	
x. Performance Standards (6.3.4.6)	<input checked="" type="checkbox"/>	
y. Financial and Technical Ability (6.3.4.7)	<input checked="" type="checkbox"/>	

Application Materials

The application materials that are required for a complete application are listed below:

Paper Copies	Included	Waiver Requested
10 copies of the application form and narrative	<input checked="" type="checkbox"/>	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	<input checked="" type="checkbox"/>	
3 copies of any stormwater report	<input checked="" type="checkbox"/>	
2 copies of any traffic report	<input checked="" type="checkbox"/>	
6 reduced-sized copies of the complete plan set on 11" x 17" size paper	<input checked="" type="checkbox"/>	
4 full-sized copies of the complete plan set on ANSI D or E size paper	<input checked="" type="checkbox"/>	
10 copies of a letter authorizing the agent to represent the applicant	<input checked="" type="checkbox"/>	
Payment in full of application fee (Note: an abutter notification fee will be assessed after the application is determined to be complete. The fee is \$0.15 plus the cost of first class postage for each abutter that will be notified as required by the ordinance.)	<input checked="" type="checkbox"/>	
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format	<input checked="" type="checkbox"/>	

For Official Use:

<input type="checkbox"/> \$_____ Application Fee Paid.	Received By (Initials):_____ Date:_____
<input type="checkbox"/> \$_____ Abutter Notification Fee Paid.	Received By (Initials):_____ Date:_____

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 07, 2015

City of Augusta
Matt Nazar (Planner)
One City Center
Augusta, Maine 04330

Subject: Fast Eddie's Express Carwash LLC.
208 Western Avenue
Augusta, Maine

Dear Matt:

Capital City Holdings, LLC, herein called the applicant, has a purchase/sale agreement for a parcel of land identified as Lot 3 on Tax Map 21 in the City of Augusta tax maps. The 0.92 acre parcel is located in the Regional Business District (CC) at the corner of Western Avenue and Pet Haven Lane. The applicant is proposing to erect a 4,405 sf (footprint) car wash (Fast Eddie's Express) with associated parking. The following information is required per the Development Review Application:

- A. The proposed development will not result in undue water or air pollution. In making this determination, the following shall needs to be considered:
 1. The elevation of the land above sea level and its relation to the floodplain,
The project is not within the 100-year flood elevation and this section is not applicable.
 2. The nature of the soils and subsoils and their ability to adequately support waste disposal,
The project will connect to the public sewer system along Western Avenue and this section is not applicable.
 3. The slope of the land and its effect upon effluents,
The project will connect to the public sewer system along Western Avenue and this section is not applicable.
 4. The availability of streams for disposal of effluents;
The project will connect to the public sewer system along Western Avenue and this section is not applicable.
 5. The applicable state and local health and water resources rules and regulations.
The project will connect to both public water and sewer along Western Avenue and this section is not applicable.

- B. The proposed development has sufficient water available for the reasonable needs of the development.
The car wash will connect into the existing water main along Western Avenue and a letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.
- C. The proposed development will not cause an unreasonable burden on an existing water supply.
A letter has been sent to the Greater Augusta Utility District (GAUD) asking if the existing water main can handle the increase in flow that the project will produce.
- D. The proposed development will not cause unreasonable soil erosion, unmitigated stormwater runoff, or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.
Almost the entire site is considered impervious (31,705 sf) in the form of buildings and pavement. The proposed site will incorporate landscaped areas with plantings and the amount of impervious area (23,155 sf) will be reduced. A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows.
- E. The proposed development will not cause unreasonable highway or public road congestion or unsafe intersections or other conditions with respect to the use of the highways or public roads existing or proposed.
A Traffic Report is included with the submission stating that the proposed use will have less peak hour trips than the previous restaurant.
- F. The proposed development will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are used.
The project will connect to the sewer system along Western Avenue and a letter has been sent to the GAUD asking if the project will cause any issues with the sewer system.
- G. The proposed development will not cause an unreasonable burden on the town's ability to dispose of solid waste, if Town services are used.
A letter has been sent to Leslie Jones asking if the proposed project will create a burden at the Hatch Hill Land Fill.
- H. The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, archeological sites, significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife or the Town, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.
A letter has been sent to the Maine Historical Preservation Committee asking if there are historical or archeological sites are located within the area of the site. A letter has been sent to the Maine Department of Inland Fisheries and Wildlife asking if there will be an undue adverse effect to significant wildlife habitat. A letter has been sent to the Department of Conservation asking if there are rare botanical features within the project area.

- I. The proposed development conforms to all applicable standards and requirements of this Ordinance, the comprehensive plan, and other local ordinances. In making this determination, the Planning Board may interpret these ordinances and plans.
The Regional Business District is the only district in the city that allows carwashes as a permitted use. The proposed development will conform to the comprehensive plan and land-use ordinance.
- J. The developer has adequate financial and technical capacity to meet all the Review Criteria and the standards and requirements contained in this Ordinance.
The applicant will provided a letter indicating that they have adequate financing to complete the project.
- K. Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, Subchapter 1, Article 2-B, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.
There are not any wetlands on site. In addition there are not any ponds, lakes or streams near the project and this section is not applicable.
- L. The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
The project will connect to the public water system and will not affect the quantity or quality of groundwater.
- M. Based on Federal Emergency Management Agency's Flood Boundary and floodway Maps and Flood Insurance Rate Maps, and information presented by he applicant whether the development is in a flood-prone area. If the development, or any part of it, is in such an area, the developer shall determine the 100-year flood elevation and flood hazard boundary within the development. The proposed plan must include a condition of plan approval requiring that principal structures in the subdivision will be constructed with the lowest floor, including he basement, at least one foot above the 100-year flood elevation.
The proposed project is not within the 100-year flood elevation and therefore this section is not applicable.
- N. All fresh water wetlands within the proposed development have been identified and delineated on any maps submitted as part of the application, regardless of the size of these wetlands. All wetlands shall be preserved to the greatest extent practicable.
No wetlands will be impacted as a result of the project.
- O. The proposed development will provide for adequate storm water management.
A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows. The southeast corner of the site (low point) will be stabilized with riprap and ditched down along the City's property.

P. Access to direct sunlight: The Planning Board may, to protect and ensure access to direct sunlight for solar energy systems, prohibit, restrict or control development.

The new car wash will be a maximum of 31'-4" high and will not impair access to direct sunlight.

Q. Title 38 M.R.S.A. as amended, Section 484, Standards for Development; Chapter 371, Definition of Terms used in the Site Location of Development Law and Regulations.

This section is not applicable.

R. All outdoor lighting shall be of a design and construction that prevents light trespass beyond the boundaries of the property on which it is located.

The proposed exterior lights will be full cutoff and a photometric plan will be submitted in the near future.

The proposed development complies with the City of Augusta's review criteria and should you have any questions or concerns please do not hesitate to contact me at 623-9475.

Respectfully submitted,

A handwritten signature in black ink that reads "James Coffin". The signature is written in a cursive, flowing style.

James E. Coffin, PE

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 07, 2015

City of Augusta
Attn: Matt Nazar
City Planner
One City Center
Augusta, Maine 04330

Subject: Fast Eddie's Express Carwash LLC.
208 Western Avenue
Augusta, Maine

Dear Matt:

I have researched the proposed development located at the southeast corner of Western Avenue and Pet Haven Lane for **Capital City Holdings, LLC.**, herein called the applicant in regard to neighborhood compatibility per the City of Augusta Land Use Ordinance section 6.3.4 (SITE PLAN REVIEW CRITERIA APPLICABLE TO MAJOR DEVELOPMENTS). [We understand that the intent of the section is to encourage the applicant to design the proposal in consideration of the physical impact it will have on the immediate neighborhood within 500 feet.] Each item is addressed below:

S) NEIGHBORHOOD COMPATIBILITY:

- a) Is the proposal compatible with and sensitive to the character of the site and neighborhood relative to:

i) Land uses:

The project is within the Regional Business (CC) District and car washes are a permitted use within the district. There are residents on Worcester Street within 500' of the project, but Western Avenue is a highly commercialized area. The previous owner utilized the site for a restaurant (China Buffet).

ii) Architectural design:

Building elevations and floor plans are included with the submission depicting the proposed car wash.

iii) Scale, bulk and building height:

The proposed car wash will have a footprint of 4,405 sf and the maximum building height is 31'-4".

iv) Identity and historical character:

A letter has been sent to the Maine Historical Society asking if there are any historical sites within the development.

v) Disposition and orientation of buildings on the lot:

The proposed car wash is over 35' from Western Avenue and over 85' from the right of way line of Pet Haven. The front of the building is oriented in a westerly direction.

vi) Visual integrity:

The proposed car wash will be one story in height with the exception of a two-story tower facing Pet Haven Lane to break up the building.

b) Are the elements of the site plan designed and arranged to maximize the opportunity for privacy by the residents of the immediate area?

As mentioned there are some residents along Worcester Street within 500 feet. However, these residences are adjacent to the Pine Tree Veterinary clinic located at the southwest corner of Pet Haven Lane and Western Avenue and several other commercial uses along Western Avenue. The proposed parking lot areas will be landscaped utilizing bufferyard "A" as described in the Land Use Ordinance (LUO).

c) Will the proposal maintain safe and healthful conditions within the neighborhood?

The residential neighborhood is over 300' from the proposed development. The existing site consists of a large parking lot and buildings with little vegetation. The proposed site will incorporate more green areas with adequate landscaping. The project will not result in unsafe or unhealthy conditions within the neighborhood.

d) Will the proposal have a significant detrimental effect on the value of adjacent properties?

Western Avenue is an arterial within the City that has almost all commercial uses associated with it. The site has been vacant for a few years and this project should only enhance property values in the immediate area.

T) PLANS AND POLICIES:

a) Is the proposal in accordance with the adopted elements of the 1988 Growth Management Plan?

The project complies with the 1988 Growth Management Plan.

U) TRAFFIC PATTERN, FLOW AND VOLUME:

a) Is the proposal designed so that the additional traffic generated does not have a significant negative impact on surrounding neighborhood?

A Traffic Report has been included with this submission indicating that there will be less peak hour trips for the car wash when compared with the China Buffet Restaurant.

b) Will safe access be assured by providing proper sight distance and minimum width curb cuts for safe entering and exiting? See City of Augusta Technical Standards Handbook.

There are three curb cuts on Pet Haven Lane and one on Western Avenue for the existing site. The proposed site will incorporate an entrance in and exit out from Pet Haven Lane with no access along Western Avenue. There is adequate sight distance to the south along Pet Haven Lane and the radii into and out of the site conforms to the Technical Standards.

- c) Does the proposal provide access for emergency vehicles and for persons attempting to render emergency services?

The proposed site layout allows emergency vehicles to enter from Pet Haven Lane Street and maneuver throughout the site to be able to render emergency services as needed.

- (d) Does the entrance and parking system provide for the smooth and convenient movement of vehicles both on and off the site? Does the proposal satisfy the parking capacity requirements of the city and provide adequate space suited to the loading and unloading of persons, materials and goods?

The car wash site layout provides smooth access throughout the site with adequate parking available.

V) PUBLIC FACILITIES:

- a) Water Supply:

A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.

- b) Sanitary Sewer:

A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient sewage capacity available for the project.

- c) Electricity/Telephone:

Electricity and telecom lines are being stubbed in from an existing utility pole along Western Avenue.

- d) Storm Drainage:

The majority of the existing site is impervious and the proposed site will incorporate a large amount of landscaped areas. There will be 8,550 sf less impervious area in the post-development condition. A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows.

W) RESOURCE PROTECTION AND ENVIRONMENT:

- a) If the proposal contains known sensitive areas such as erodible or shallow soils, wetlands, aquifers, aquifer recharge areas, floodplain or steep slopes (over fifteen (15) percent, what special engineering precautions will be taken to overcome these limitations?

No wetlands will be impacted as a result of the project. There is some washout/erosion in the southeast corner of the site that is due to the entire parking lot draining to this area. We will armor this washout area with riprap and extend the ditch onto the City's property per the City Engineer's request.

- b) Does the proposal conform to applicable local, State DEP and Federal EPA air quality standards including but not limited to odor, dust, fumes or gases which are noxious, toxic or corrosive, suspended solid or liquid particles, or any air contaminant which may obscure an observer's vision?

No State DEP or Federal EPA permits are needed in regard to air quality standards as a result of the project. There may be some dust during construction, but the contractor must provide dust control in the event that this becomes problematic.

- c) Does the proposal conform to applicable local, State DEP and Federal EPA water quality standards, including but not limited to erosion and sedimentation, runoff control, and solid wastes and hazardous substances?

A DEP stormwater permit is not needed as there is less than one acre of new impervious surfaces associated with the project. The project does conform to the City's Land Use Ordinance in regard to stormwater quantity as well. All pertinent erosion and sedimentation control devices are depicted on the Site Plan (C-1).

- d) Will all sewage and industrial wastes be treated and disposed of in such a manner as to comply with applicable federal, state and local standards?

The project will utilize the public sewer system along Western Avenue and a letter has been sent to the GAUD asking if the project will cause any issues with the sewer system.

- e) Shoreland and Wetland Districts:

As previously mentioned there will not be any wetlands impacted on the parcel.

X) PERFORMANCE STANDARDS:

- a) Does the proposal comply with all applicable performance and dimensional standards as outlined in this ordinance?

The proposed development conforms to the Land Use Ordinance in regard to performance and dimensional standards.

- b) Can the proposed land use be conducted so that noise generated shall not exceed the performance levels specified in the performance standards section of this ordinance? Detailed plans for the elimination of objectionable noises may be required before the issuance of a building permit.

The biggest noise generator associated with the project is from the blowers, which dry the vehicles before exiting the car wash. With the significant noise along Western Avenue due to traffic it is not anticipated that this will be an issue. There may be some noise during the construction of the facility.

- c) If the proposal involves intense glare or heat, whether direct or reflected, is the operation conducted within an enclosed building or with other effective screening in such a manner as to make such glare or heat completely imperceptible from any point along the property line? Detailed plans for the elimination of intense glare or heat may be required before issuance of a building permit. Temporary construction is excluded from this criterion.

The project incorporates bufferyard "A" along all proposed parking areas. The project will not result in intense glare or heat when completed.

- d) Is the exterior lighting, except for overhead street lighting and emergency warning or traffic signals, installed in such a manner that the light source will be sufficiently obscured to prevent excessive glare on public streets and walkways or into any residential area?

The proposed full cutoff lights will provide adequate light for the facility and a photometric plan will be submitted in the near future indicating light spillage for the project.

- e) Does the landscaping screen the parking areas, loading areas, trash containers, outside storage areas, blank walls or fences and other areas of low visual interest from roadways, residences, public open space (parks) and public view?

The new car wash will have a dumpster, which will be enclosed with a 6' high stockade fence as shown on the Site Plan (C-1). The project incorporates bufferyard "A" along all proposed parking areas.

- f) Are all the signs in the proposal in compliance with provisions of this ordinance?
All proposed signs will comply with the LUO.

Y) FINANCIAL AND TECHNICAL ABILITY:

- a) **E.S. Coffin Engineering & Surveying has the technical ability to meet the terms of the Ordinance.**
- b) **A letter will be submitted stating that the applicant has adequate financing to complete the project is included.**

The proposed project meets the requirements of land use ordinance and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Sincerely,

A handwritten signature in black ink that reads "James E. Coffin". The signature is written in a cursive, flowing style.

James E. Coffin, P.E.

July 24, 2015

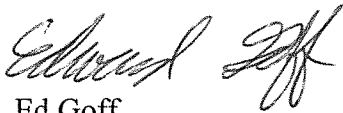
Mr. James Coffin, P.E.
E.S. Coffin Engineering & Surveying, LLC.
432 Cony Road
P.O. Box 4687
Augusta, Maine 04330

Subject: Agent Authorization
Planning Board Submission

Dear Mr. Coffin

The intent of this letter is to authorize E.S. Coffin Engineering & Surveying, Inc. to act as our agent in submitting documentation and answering questions regarding the City of Augusta Planning Board application as needed. The application is for a new car wash located at the corner of Pet Haven Lane and Western Avenue in Augusta, Maine. This site was formerly used by the China Buffet.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Goff", with a stylized flourish at the end.

Ed Goff,
Owner

871-1288



Individual Member

Individual Membership

Specialist,
Industrial and
Office Real Estate**CBRE | The Boulos Company**

One Canal Plaza, Portland, ME 04101 • 207.772.1333

**CONTRACT
FOR THE SALE OF REAL ESTATE**Date: 7/13/2015

RECEIVED OF: Edward R. Goff IV and/or Assigns whose mailing address is 9 Goff Drive, Norridgewock, ME 04957, hereinafter called the Purchaser(s), the sum of Ten Thousand Dollars (\$10,000.00) as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of Augusta, County of Kennebec, State of Maine and located at 208 Western Avenue being the property owned by the Seller(s) at the above address, and described in said County's Registry of Deeds Book 11890, Page 253 and further described as: a 0.92± acre parcel of land improved with a 5200± sf commercial building upon the terms and conditions indicated below:

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): N/A
2. PURCHASE PRICE: The TOTAL purchase price being Five Hundred Twenty-five Thousand Dollars (\$525,000.00) to be paid as follows: earnest money deposit within three (3) business days of the effective date of the Contract and the balance to be paid in cash or certified funds at closing
3. EARNEST MONEY/ACCEPTANCE: CBRE | The Boulos Company shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing; this offer shall be valid until July 15, 2015 at 5:00 PM; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s).
4. TITLE: That a deed, conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on or before thirty (30) days after receipt of permits and approvals, but not to exceed one hundred twenty days (120) from the effective date of the Contract. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, declare the contract null and void and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. If the Purchaser(s) does not declare the contract void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
5. DEED: That the property shall be conveyed by a quit claim deed with covenant, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION /OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. LEASES/TENANT SECURITY DEPOSITS: Seller(s) agrees to transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the property and all security deposits held by Seller(s) pursuant to said leases.
8. RISK OF LOSS: Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
9. PRORATIONS: The following items shall be prorated as of the date of closing:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel
 - c. N/A
 - d. Rents
 - e. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
 - f. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.
10. INSPECTIONS: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser(s):

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	g. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	h. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	i. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	j. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	k. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 45 days
f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	l. Other: <u>Permitting & Site</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within 90 days
				<u>Plan Approval</u>			

The use of days is intended to mean from the effective date of this Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon Purchaser's own opinion as to the condition of the property.

11. **FINANCING:** This contract is subject to an approved first mortgage of 80% of the purchase price, at an interest rate not to exceed 4.75% per annum and amortized over a period of not less than fifteen (15) years.
- a. If Seller, or Seller's agent, is not notified to the contrary in writing within forty-five (45) days of the effective date of this contract, then this financing condition shall be deemed to have been waived by Purchaser(s).
- b. The Purchaser(s) is under a good-faith obligation to seek and accept financing on the above-described terms. The Purchaser(s) acknowledges that a breach of this good-faith obligation to seek and accept financing on the above-described terms will be a breach of this Contract.
- c. If any of the above financing conditions are not met, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s).
12. **AGENCY DISCLOSURE:** The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Selling Licensee is acting as a the Seller agent in this transaction and is representing the Seller and that the Listing Licensee is acting as a Seller's agent in this transaction and is representing the Seller.
13. **DEFAULT:** If Purchaser(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.
14. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
15. **PRIOR STATEMENTS:** Any verbal representations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.
16. **HEIRS/ASSIGNS:** This Contract is assignable ☒ Yes ☐ No. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.
17. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimiled signatures are binding.
18. **BINDING CONTRACT:** This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.
19. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:** The Seller(s) shall provide the Purchaser(s) with copies of all leases and income & expense information regarding the subject property within _____ (_____) days of the effective date of this contract. Purchaser(s) shall have _____ (_____) days from such delivery to review leases and income & expense information regarding the property. If the result of the review is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying the Seller(s) in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that the review is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s).
20. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #2), if the property is, or has a component of, one to four residential dwelling units.
21. **ADDENDA:** This Contract has addenda containing additional terms and conditions: YES ☒ NO ☐

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

Edward R. Goff IV
 Purchaser
Edward R. Goff, IV and/or Assigns
 Name/Title

7/14/15
 Date
006180/0960
 Soc. Sec. # or Tax I.D. #

Purchaser
 Name/Title

Date
 Soc. Sec. # or Tax I.D. #

The Seller(s) accepts the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above and agrees to pay the Broker the commission for services herein according to the Listing Agreement. The obligation to pay said commission or sum shall survive the closing of this transaction. Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser(s), it shall be evenly distributed between the Broker and the Seller(s), provided, however, that Broker's portion shall not exceed the full amount of the commission specified. In the event the Seller(s) defaults on its obligations hereunder, CBRE | The Boulos Company shall be entitled to costs of collection, including reasonable attorneys' fees.

Signed this 15 day of July, 2015. Effective date of Contract: July 15, 2015.

The Listing Licensee is Craig S. Young of CBRE | The Boulos Company (Company).
 The Selling Licensee is Anthony Struzziero of CBRE | The Boulos Company (Company).

Affordable Mid Coast Housing, LLC
 Seller
 Name/Title

7-15-15
 Date
005-96-7156
 Soc. Sec. # or Tax I.D. #

Seller
 Name/Title

Date
 Soc. Sec. # or Tax I.D. #

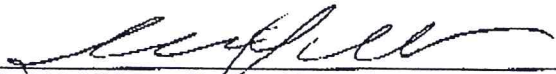
Offer reviewed and refused on _____, _____, _____, Seller

ADDENDUM A
TO CONTRACT FOR SALE OF REAL ESTATE LOCATED AT
208 WESTERN AVENUE, AUGUSTA, MAINE
BETWEEN
SELLER: AFFORDABLE MID COAST HOUSING, LLC
PURCHASER: EDWARD R. GOFF, IV AND/OR ASSIGNS
DATED: JULY 13, 2015

- 1) This Contract is subject to Purchaser's ability, at Purchaser's expense, to have storm water drainage stubbed to the property coinciding with the repaving of Western Avenue. In the event the transaction is not completed, any improvements made by Purchaser prior to closing will become the property of the Seller at no cost to the Seller.
- 2) Within thirty (30) days after the closing, Seller shall, at Seller's expense, remove the dirt located at the south east corner of the property and any remaining fill shall be sloped to at least a 2 to 1 ratio. The final result of the removal/sloping must be to the satisfaction of the City of Augusta.

All other terms and conditions shall remain the same.

Seen and Agreed to:


Affordable Mid Coast Housing, LLC, Seller

7-15-15
Date


Edward R. Goff, IV and/or Assigns, Purchaser

7/14/15
Date



OPR BK 11890 PGS 253 - 254 01/08/2015 09:03:34 AM
 INSTR # 2015000392 # OF PAGES 2
 ATTEST: BEVERLY BUSTIN-HATHEWAY
 REGISTER OF DEEDS KENNEBEC COUNTY, ME

**TRANSFER
TAX
PAID**

QUITCLAIM DEED WITHOUT COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that **THE BANK OF MAINE**, f/k/a Savings Bank of Maine (the "**Mortgagee**"), a federal savings bank with its headquarters in Portland, Maine, as foreclosing mortgagee by virtue of and pursuant to 14 M.R.S. § 6203-A, et seq., and the Power of Sale contained in a certain Mortgage given by Bunny, Inc. to the Mortgagee dated January 30, 2008 and recorded in the Kennebec County Registry of Deeds in Book 9631, Page 83, for consideration paid, does hereby remise, release and forever quitclaim unto **AFFORDABLE MID COAST HOUSING, LLC**, a Maine Limited Liability Company with a mailing address of P.O. Box 9340, Auburn, Maine 04210, as high bidder, all right, title and interest in and to certain real property located in Augusta, County of Kennebec, and State of Maine, being more particularly described on Exhibit A, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed in its name and on its behalf by Alvin W. Butler, its Senior Vice President, thereunto duly authorized this 30 day of December, 2014.

WITNESS

The Bank of Maine

Dawn McQuinn

By: *Alvin W. Butler*
 Printed Name: Alvin W. Butler
 Its: Senior Vice President

STATE OF MAINE
 COUNTY OF Kennebec, ss.

December 30, 2014

Then personally appeared the above-named Alvin W. Butler, in his capacity as Senior Vice President of The Bank of Maine, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of The Bank of Maine.

Before me,

Erica Bean
 Notary Public/Attorney at Law

Print Name

Erica Bean
 Notary Public
 My Commission Expires
 May 26, 2019

② The Bell Firm

EXHIBIT A

PROPERTY DESCRIPTION

Two certain lots or parcels of land with the buildings thereon situated in Augusta, County of Kennebec and State of Maine, bounded and described as follows, to-wit:

Parcel One - Parking Lot behind former Hong Kong Isle:

A certain lot or parcel of land located in Augusta, County of Kennebec and State of Maine, bounded and described as follows, to-wit: Beginning at the southwest corner of the land of the premises located on the southerly side of Western Avenue whereon is situated the drive-in restaurant now or formerly known as "The Hot Stove", which property was formerly owned by H.C. Cheng and Meio Cheng, said southwest corner being marked by an iron pin; thence running one hundred feet (100') southerly in extension of the Cheng's westerly line; thence making an interior right angle and running easterly one hundred sixty feet (160') and parallel with the said Cheng's southerly line; thence making an interior right angle and running northerly in extension of Cheng's easterly line one hundred feet (100') to the Cheng's southeast corner; thence westerly along the Cheng's southerly line one hundred sixty feet (160') to the point of beginning.

Parcel Two-Former Hong Kong Isle:

A certain lot or parcel of land with the buildings thereon situated in Augusta, County of Kennebec and State of Maine, bounded and described as follows, to-wit: Beginning at an iron pipe driven in the ground at the northwest corner of land now or formerly of Gannett Estate and in the south line of Western Avenue; thence S 31° 15' W in the west line of the Gannett Estate, one hundred fifty feet (150') to an iron pipe driven in the ground; thence N 56° 30' W and parallel with the south line of Western Avenue and in the line of other land now or formerly owned by F. Langdon Davis, et al., one hundred sixty feet (160') to an iron pipe driven in the ground; thence N 31° 15' E and parallel with the west line of the said Gannett Estate and in the line of other land now or formerly owned by F. Langdon Davis, et al., one hundred fifty feet (150') to an iron pipe driven in the south line of Western Avenue; thence S 56° 30' E in the south line of Western Avenue one hundred sixty feet (160') to the point of beginning.

Excepting and reserving pole rights conveyed to Central Maine Power Company by instrument recorded in the Kennebec County Registry of Deeds in Book 1492, Page 689.

Excepting and reserving a certain Deceleration Lane Agreement between Theodore Shiro and the City of Augusta recorded in said Registry of Deeds in Book 1574, Page 4 17.

Also excepting and reserving any portions and/or rights taken by the State of Maine by Condemnation for highway purposes by Instrument recorded in said Registry of Deeds in Book 1585, Page 518.

Being the same premises conveyed to Bunny, Inc. by virtue of a deed from Carrie Chan and Kitty Chan, dated September 2, 1998 and recorded in Book 5723, Page 66 with the Kennebec County Registry of Deeds.

Subject to a Municipal Tax Lien in favor of the Municipality of Augusta vs Bunny, Inc. in the amount of \$10,708.82 recorded on July 18, 2014 in the Kennebec County Registry of Deeds in Book 11742, Page 40.

Subject to a Federal Tax Lien in favor of the Internal Revenue Service – Department of the Treasury vs Bunny, Inc. in the amount of \$13,014.16 recorded on October 6, 2014 in the Kennebec County Registry of Deeds in Book 11815, Page 240.



Skowhegan Savings

August 6, 2015

Edward Goff IV
9 Goff Dr
Norridgewock, ME 04957

Dear Edward Goff IV and Jimmy Carrier,

We are pleased to advise you that we have approved your request for a commercial loan. The terms and conditions of this commitment are set forth below and/or contained in the loan documents. This letter is intended for your use alone, and no one else is entitled to rely upon, or derive any legal rights from, this commitment.

Lender: Skowhegan Savings Bank (hereinafter referred to as the "Bank").

Borrower: "New Company/Partnership to be formed"

Guarantor: The loan will be unconditionally guaranteed by, Edward Goff IV and Jimmy Carrier, jointly and severally.

Purpose: Purchasing commercial real estate to be developed into a drive through automatic car wash.

Authority to Act: The Borrower and the Guarantors shall provide all evidence of its organization, existence, legal good standing and authority to enter into said transactions as may be required by the Bank or its counsel


Amount: \$1,920,000.00 The loan amount can not exceed 80% of the lessor of the to be completed appraised value of the subject property or cost to complete.

Interest Rate: The interest rate on this loan will be 4.25% fixed for 10 years, then adjusting 0.25% above the high Prime Rate as quoted in the Wall Street Journal (Index) and adjusted annually. Currently the Index is 3.25%.

Term: 16 years

Amortization: 15 years after initial year of interest only

Straight Talk. Fair Deals.

800.303.9511 FDIC 

SkowheganSavings.com

PO Box 250 • Skowhegan, ME 04976

Loan Documentation

- Fee:** A non-refundable fee of \$4,500.00 due at closing.
- Commitment Fee:** Waived
- Repayment:** After first year of interest only payments loan will require level monthly payments first applied to interest then to principal of approximately \$14,444. Payments will be adjusted on the first business day of the month following a change in the Index to ensure proper amortization of principal.
- Prepayment Penalty:** The loan will have a 5% prepayment penalty in year one, 4% year two, 3% in year three, and 2% in years four and five, until the loan has no prepayment penalty commencing in the sixth year, if refinanced with another lender.
- Collateral:** Security for this loan shall be:
- a. Secured by first mortgage on property located at 208 Western Ave, Augusta, ME
 - b. First security interest in all business assets
- Appraisal:** A commercial real estate appraisal that complies with conventional appraisal standards and that is satisfactory to the Bank will be required prior to closing. The appraisal will be ordered by the Bank and is to be paid for by the borrower.
- Construction:** Disbursements from this loan will be based on the Bank's satisfaction that requests are for work completed and materials located on site. The borrower shall provide lien waivers to evidence the payment of vendors, contractors, and subcontractors for previously drawn amounts. Borrower must inject their equity contribution prior to bank disbursements.
- Title Insurance/Survey:** The Bank shall be furnished with a title policy insuring the mortgage, in its favor, issued by a title insurance company satisfactory to the Bank, on the commercial real estate. The title insurance shall insure a valid first mortgage lien, free of

encumbrances and restrictions, subject only to such exceptions as approved by the Bank's counsel. The title insurance shall provide for boundary survey coverage.

Fire & Extended

Coverage Insurance:

The Borrower shall provide commercial fire and extended coverage insurance for the maximum insurable value of the collateral described above. In addition (if applicable), the Borrower shall provide evidence of worker's compensation insurance, flood insurance and comprehensive general liability insurance, the amounts of coverage of each of which shall be satisfactory to the Bank. Co-insurance will not be allowed on any policies of casualty insurance. The Bank shall appear as a first mortgagee or first loss payee, as appropriate, for each policy of coverage. All policies of fire and extended coverage and flood insurance on real estate must contain the so-called "standard mortgagee clause". All policies must provide for written notice to the Bank at least fifteen (15) days prior to cancellation. All policies of insurance must be issued by a company rated A- or better by A.M. Best & Company or an equivalent rating agency acceptable to the Bank.

Assignment of Leases:

Any existing and future leases between the Borrower and the Borrower's tenants occupying the above mentioned collateral property shall be assigned to the Bank as additional security.

Mortgage Demand:

The Borrower shall not transfer, sell, assign or encumber title or beneficial ownership of all or any portion of the assets securing the loan without the written permission of the Bank, provided however, that the Borrower may transfer or otherwise dispose of such assets in the ordinary course of its business, so long as such assets are replaced by assets of equal or greater value and utility. The occurrence of any of the foregoing events without the written permission of the Bank shall result in the loan becoming immediately due and payable.

**Hazardous Waste &
Toxic Substances:**

It is a condition that the Borrower shall certify that it has no knowledge or suspicion the property has been used as a dump site for oil, hazardous materials, hazardous waste, asbestos, PCB's or toxic substances and that the mortgaged premises and areas adjacent thereto are free from hazardous materials, hazardous wastes, asbestos, PCB's or toxic substances. The Bank will require reports, satisfactory

to the Bank, from qualified professionals indicating on the basis of soil tests and other inspections that the mortgaged premises and areas adjacent thereto are free from hazardous materials, hazardous wastes, asbestos, PCB's or toxic substances. Such reports shall be at the expense of the Borrower.

The loan documents shall contain a provision requiring that the Borrower shall be obligated to immediately contain and remove any hazardous waste and toxic substances found on the mortgaged premises and to indemnify and hold harmless the Bank from any and all costs, expenses and liability arising out of environmental laws, rules or regulations.

The Borrower or any of the Borrower's tenants occupying the premises stated above as collateral shall not cause or permit to exist any environmental problems from its business activities and shall at all times maintain compliance with all applicable Federal, State and Local environmental land use laws, regulation, ordinances and statutes. The Borrower shall also keep any and all storage tanks, both above and below ground, on its premises registered with the appropriate authorities and will adhere to all safety and maintenance regulations and procedures for such tanks.

Compliance With Law: The loan committed hereby is subject to satisfactory compliance with all applicable Federal, State and Local laws, regulations, ordinances and statutes. If required by the Bank or its counsel, the Borrower's counsel shall provide favorable written opinions regarding these issues.

Additional Documentation/

Legal Costs: The Borrower shall be responsible for cost of all legal work to document this transaction. All instruments executed and delivered in connection with the closing of this loan shall be in form and substance satisfactory to the Bank's counsel. All other matters relating to the law shall be made to meet the satisfaction of such counsel.

All costs incurred by the Bank to document this transaction will be borne by the Borrower regardless of whether this loan is actually closed or the financing consummated.

Cross Default:	A default in any outstanding loan by the Borrower or the Guarantor's to the Bank or to any public authority or lending institution will be considered as a default of this loan.
Additional Events of Defaults:	This loan will be considered to be in default in the event that: (a) the Borrowers shall fail to comply with any material term, condition or requirement contained in this commitment and any loan documents; (b) any representation, warranty, statement, certification, schedule or report made or furnished in connection with this commitment and the loan transaction set forth herein shall prove to have been false or misleading in any material respect at the time made or furnished; or, (c) the Borrowers shall become insolvent or shall apply for, or be the object of, any proceedings or arrangement of relief from creditors or otherwise shall suffer a material adverse change in financial condition.
Indemnification:	The Borrower or the Guarantor's agree to indemnify and hold the Bank harmless from all applicable laws or regulations, except insofar as the violation was a direct and intentional result of independent action taken by the Bank.
Financial Statements:	During the term of this financing, the Borrower will provide to the Bank its fiscal year-end financial statements, prepared by independent accountants acceptable to the Bank, within 90 days of its fiscal year-end. In addition, the Guarantor's will annually provide an updated financial statement and signed federal income tax return copies. Beginning FYE 2017 FITR/Financials must show minimum consolidated debt service coverage of 1.20 times annually, considering assumed owners annual salaries/distributions totaling \$75,000.
Non-Assignability of Commitment:	This commitment is expressly offered only to the Borrower and only for the purposes described herein. This commitment may not be assigned without the written permission of the Bank.
Priority of Agreement:	This agreement supersedes all prior representations, agreements, and other prior dealings between the parties, written or oral. The terms of this commitment may not be waived or altered orally or in writing, directly or by implication, by correspondence or otherwise, except by written amendment signed by all parties hereto and explicitly

expressing the intention to amend this commitment.

Each of the undersigned confirms and acknowledges that, pursuant to Maine law, in order to maintain an action against the Bank with respect to a promise, contract or agreement to lend money, extend credit, forbear from collection of a debt or make any other accommodation for the repayment of a debt for more than \$250,000.00, such promise, contract or agreement (or some memorandum or notice thereof) must be both (a) in writing and (b) signed by the Bank.

The parties hereto agree that this commitment shall survive the loan closing contemplated hereby and that each of the obligations and undertakings of the Borrower hereunder shall be continuing and shall not cease until the entire loan, together with interest and fees, is paid in full.

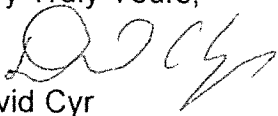
This commitment may be terminated by written or telegraphic notice to the Borrower by the Bank at any time prior to closing upon discovery, by the Bank, of a material adverse change in or any misrepresentations or erroneous statements about the proposed project or in or about the Borrower's position with respect to solvency, credit worthiness, ability to carry out the proposed project, government regulation or any other substantial factor. In the event of such termination, the Bank is entitled to collect and retain all commitment fees herein required of the Borrower. Such termination shall become effective upon the mailing of notice of termination by the Bank by certified first-class mail to the Borrower at the address shown on this commitment.

If the terms and conditions herein stated are satisfactory to you, please sign this letter signifying your acceptance and return the signed and accepted copy to me, along with the commitment fee of \$562.00, no later than **August 14, 2015** as your authorization for us to proceed with the preparation of necessary loan documents. Please indicate the attorney you wish to use for the mortgage document preparation.

We will anticipate a closing on or before **September 30, 2015**. Therefore, unless otherwise extended, this commitment will expire at either of the above two dates if not promptly acted upon.

We look forward to working with you and truly appreciate the opportunity of doing so.

Very Truly Yours,


David Cyr
EVP

ACCEPTED: "New Company/Partnership to be formed"

Edward Goff IV

Date

Guarantor:

Edward Goff IV

Date

Jimmy Carrier

Date

Our Attorney Will Be: _____



Job Name:

Catalog Number:
LLC-250P8-1-LP

Notes: lamp included

Type:

WP1

SLA10-16176

LAREDO SERIES

LLC SERIES

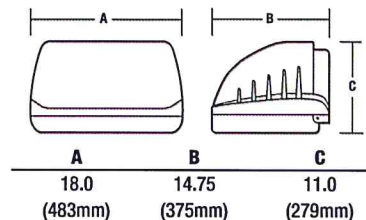
Cat.#	Approvals
Job	Type

**APPLICATIONS**

- Full Cutoff, StarView compliant perimeter lighting. Typical mounting height is 15-30 feet.

SPECIFICATIONS

- Decorative die cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for long life.
- Flat, tempered, impact resistant clear glass lens protects optics.
- HID units have mogul base socket. Electronic fluorescent units have universal four-pin socket.
- Multi-piece specular reflector produces high performance with wide spread. Pulse Start MH units have vertical mogul socket for maximum lamp output / life and comfort shield for reduced forward brightness. Shield is removable if greater forward throw is desired. HPS has horizontal lamp. Two-lamp CFL are base-up with universal electronic four pin sockets for either 2x32 or 2x26 watt lamps.
- Three-point lag mount to flat surfaces provides rigid mounting. Template provided to ease installation.
- Wiring can be made from recessed junction boxes or ½" surface conduit with hubs provided on top and sides.
- Systems include Pulse Start MH, HPS, Metal Halide and two-lamp CFL. CFL unit is available with battery back up for both lamps providing an integral, redundant system for egress applications.
- 800 Series powder paint finishes provide lasting appearance and are available in standard finishes, Dark Bronze, Black, White, Gray and Platinum
- Optional features include EM socket for remote power, QST time delay quartz stand-by, TL Touch latch for tool-free entry and LP lamp included with fixture.

**LISTINGS**

- All units are CSA certified to UL 1598 for use in wet locations and are IDA compliant

**ORDERING INFORMATION****ORDERING EXAMPLE**

LLC **320P 8**
Series Wattage/Source/Voltage

1 **PC1**
Finish Options

SERIES

LLC Laredo Large Cutoff

WATTAGE/SOURCE/VOLTAGE**PULSE START METAL HALIDE**

250P 8	250 watt 120/277V
250P 5	250 watt 480V
250P 6	250 watt Tri-Tap® 120,277,347V
320P 8	320 watt 120/277V
320P 5	320 watt 480V
320P 6	320 watt Tri-Tap® 120,277,347V
320P 6	320 watt 120/277V
350P 5	350 watt 480V
350P 6	350 watt Tri-Tap® 120,277,347V
400P 8	400 watt 120/277V
400P 5	400 watt 480V
400P 6	400 watt Tri-Tap® 120,277,347V

ELECTRONIC FLUORESCENT**64F 8** 2x26W/2x32W/120-277V**HIGH PRESSURE SODIUM**

250 S 8	250 watt 120/277V
250 S 5	250 watt 480V
250 S 6	250 watt Tri-Tap® 120,277,347V
250 S V	250 watt Five Tap
400 S 8	400 watt 120/277V
400 S 5	400 watt 480V
400 S 6	400 watt Tri-Tap® 120,277,347V
400 S V	400 watt Five Tap

FINISH

1	Bronze
2	Black
3	Gray
4	White
5	Platinum

OPTIONS

PC1¹	Button photocontrol 120V
QST	Time delay quartz standby
EM	DC bayonet socket only (use 150W max. lamp)
TL	Touch Latch
BBUXXX²	Battery back up rated -4°F for one CFL lamp
2BBUXXX²	Battery back up rated -4°F for two CFL lamp
BOCXXX²	Battery back up rated 32°F for one CFL lamp
2BOCXXX²	Battery back up rated 32°F for two CFL lamp
LP	Lamp included with fixture (on CFL specify LP52 or LP64)

¹Available on 250W fixtures and below.²Specify 120 or 277 volt.**ACCESSORIES**

LLC-SPC	Polycarbonate shield
PBT-1¹	120V button photocontrol
PBT-234¹	208/240/277V button photocontrol
PTA-1	External photocontrol 120V (use for 320 watt and above)
PTA-8	External photocontrol 120-277V (use for 320 watt and above)
PTA-5	External photocontrol 480V (use for 320 watt and above)

¹Use for 250P of 64F units.





**CAR
WASH**

**HARM PAINT
& INTERIORS**



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

July 30, 2015

James E. Coffin
E.S. Coffin Engineering & Surveying, Inc.
P.O. Box 4687, 432 Cony Road
Augusta, ME 04330

RE: Information Request – Fast Eddie’s Car Wash Project, Augusta

Dear Jim:

Per your request, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and fisheries habitat concerns within the vicinity of the *Fast Eddie’s Car Wash Project* in Augusta.

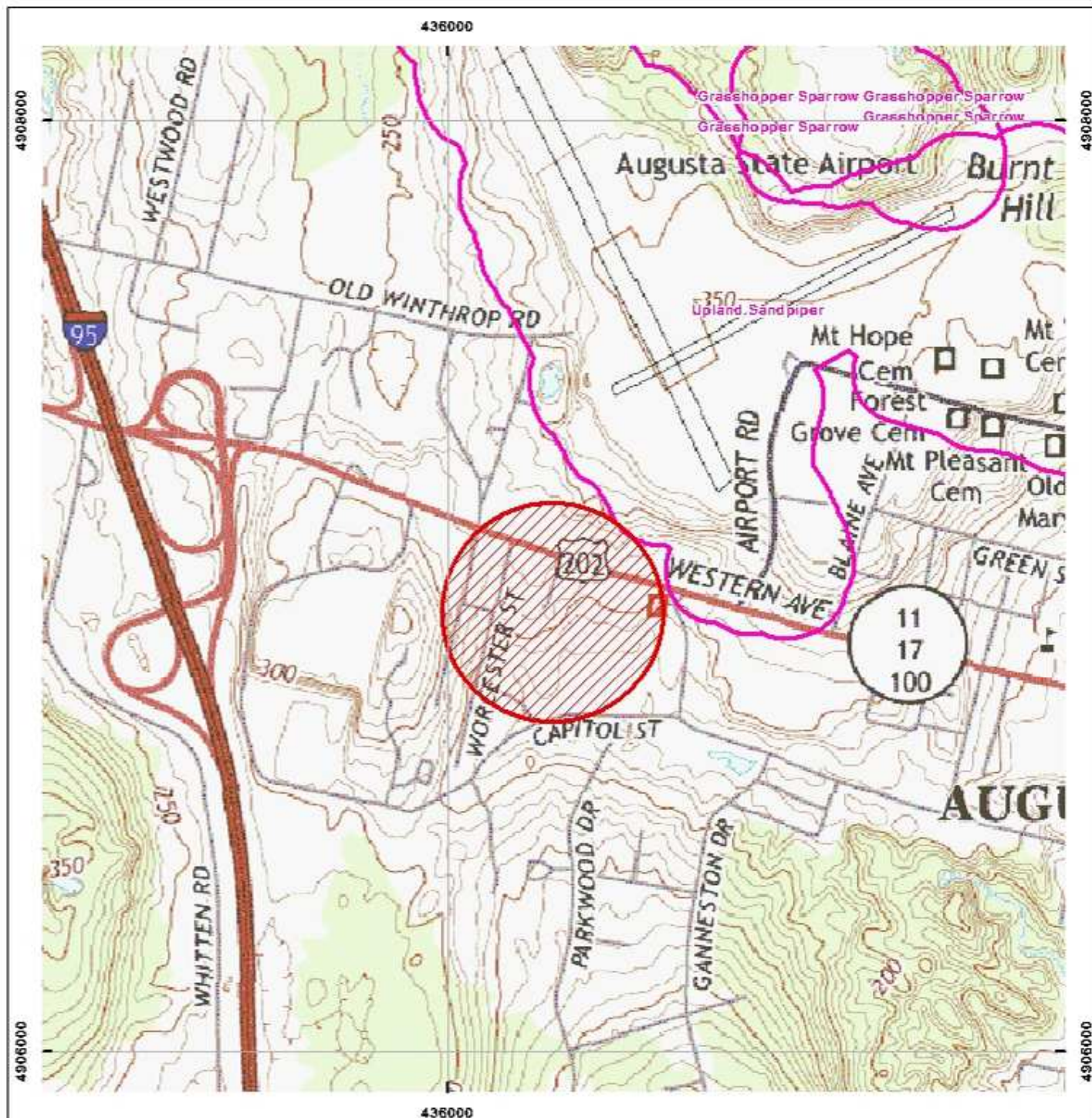
Our information indicates no locations of Endangered, Threatened, or Special Concern species within the project area. Additionally, our Department has not mapped any Essential or Significant Wildlife Habitats or fisheries habitats that would be directly affected by your project.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

John Perry
Environmental Review Coordinator



Environmental Review of Fish and Wildlife Observations and Priority Habitats

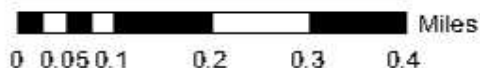
Project Name:

ER Tool Test

(Version 1)



Maine Department of
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 7/30/2015

- | | | |
|--------------------|-------------------------------|--|
| ProjectPoints | Deer Winter Area | Roseate Tern |
| ProjectLines | WURC p-fw | Piping Plover/Least Tern |
| ProjectPolys | Cooperative DWAs | Aquatic ETS (25 mi review) |
| ProjectSearchAreas | Seabird Nesting Islands | Rare Mussels (5 mi review) |
| | Snowbird Areas | Maine Heritage Fish Waters |
| | Inland Waterfowl/Wading Bird | Arctic Char Habitat |
| | Shoreland Zoning LwWh | E. Brook Trout Joint Venture Subwatershed Classification |
| | Tidal Waterfowl/Wading Bird | Redfin Pickering/Swamp Darter Habitats (buffer 100ft) |
| | Significant Vernal Pools | Special Concern-occupied habitats (100ft buffer) |
| | Environmental Review Polygons | Wild Lake Trout Habitats |





STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
93 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0093

PAUL R. LePAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

August 3, 2015

VIA ELECTRONIC MAIL

James Coffin
E. S. Coffin Engineering & Surveying
432 Cony Road
Augusta, ME 04330

Re: Rare and exemplary botanical features in proximity to: Project 2015-175, Fast Eddie's Car Wash, 208 Western Ave, Augusta, Maine

Dear Mr. Coffin:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received July 27, 2015 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Augusta, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

Letter to Jim Coffin
Comments RE: Fast Eddie's, Augusta
August 3, 2015
Page 2 of 2

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron
Ecologist
Maine Natural Areas Program
207-287-8041
don.s.cameron@maine.gov

432 Cony Road
P.O. Box 4687
Augusta, ME 04330



(207) 623-9475
Fax (207) 623-0016
1-800-244-9475

August 07, 2015

Mr. Lionel Cayer
City Engineer
City Center Plaza
16 Cony Street
Augusta, Maine 04330

Subject: Fast Eddie's Express Carwash LLC.
208 Western Avenue
Augusta, Maine

Dear Lionel,

Capital City Holdings, LLC, herein called the applicant, has a purchase/sale agreement for a parcel of land identified as Lot 3 on Tax Map 21 in the City of Augusta tax maps. The 0.92 acre parcel is located in the Regional Business District (CC) at the corner of Western Avenue and Pet Haven Lane. The applicant is proposing to erect a 4,500 sf (footprint) car wash (Fast Eddie's Express) with associated parking. There will not be any curb cuts directly on Western Avenue as all traffic will be directed along Pet Haven Lane with a dedicated entrance in and an exit out.

The site previously was used as a sit down restaurant (China Buffet). To properly assess peak hour trips for the project both the restaurant and car wash uses must be evaluated. Both uses are listed in the Institute of Transportation Engineers (ITE) Manual (8th addition). The China Buffet contained a one-story building with an area of 5,528 sf. The peak hour trips generated are calculated from the ITE Manual under "High-Turnover (Sit Down) Restaurants" and are shown below:

Based on Building Size (5,528 sf):

AM Peak Hour Rate = 13.53

$(5,528 \text{ sf} / 1,000 \text{ sf}) \times 13.53 = 74.8$ peak hour trips.

PM Peak Hour Rate = 18.94

$(5,528 \text{ sf} / 1,000 \text{ sf}) \times 18.94 = 104.7$ peak hour trips.

Maximum Peak Hour Trips = 104.7 (PM)

Car Washes are also found in the ITE Manual, but there are only PM peak hour studies available and these results are shown below:

Based on Building Size (4,500 sf):

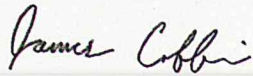
PM Peak Hour Rate = 11.64

$(4,500 \text{ sf}/1,000 \text{ sf}) \times 11.64 = 52.4$ peak hour trips.

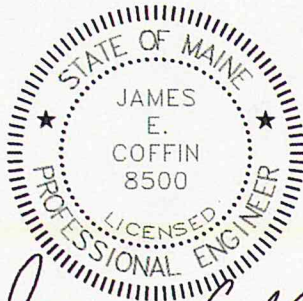
Maximum Peak Hour Trips = 52.4 (PM)

The proposed car wash will result in about half (52.4) the peak hour trips that the former China Buffet (104.7) produced. The project will not require a turning movement permit from the MDOT because there are less than 100-trips. In addition there will be less than the 35-trip threshold with the City of Augusta when considering the former use. The project will not cause unreasonable public road congestion and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully Submitted,



James E. Coffin, PE



Automated Car Wash (948)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour of Generator

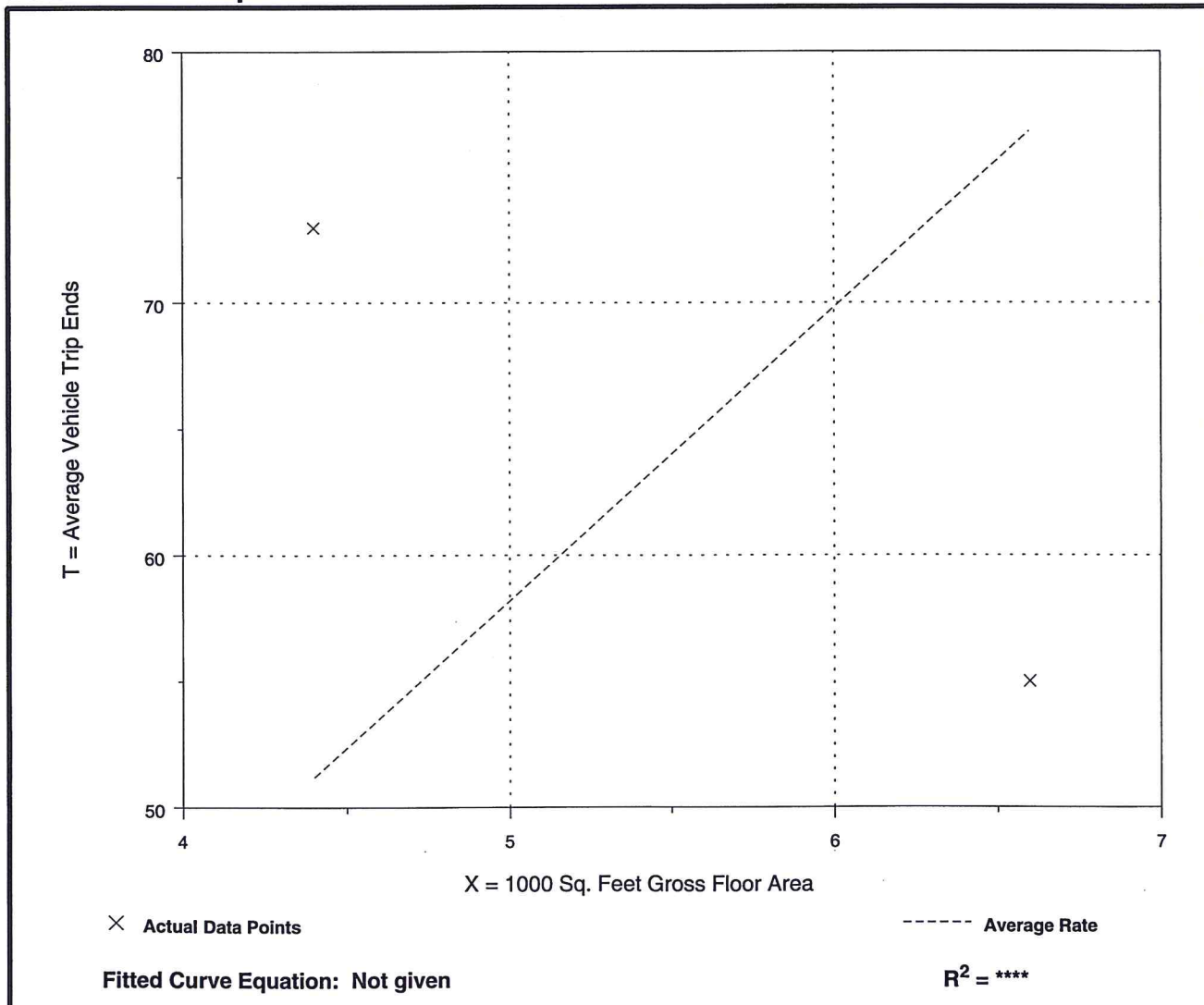
Number of Studies: 2
 Average 1000 Sq. Feet GFA: 5
 Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
11.64	8.33 - 16.59	*

Data Plot and Equation

Caution - Use Carefully - Small Sample Size



High-Turnover (Sit-Down) Restaurant (932)

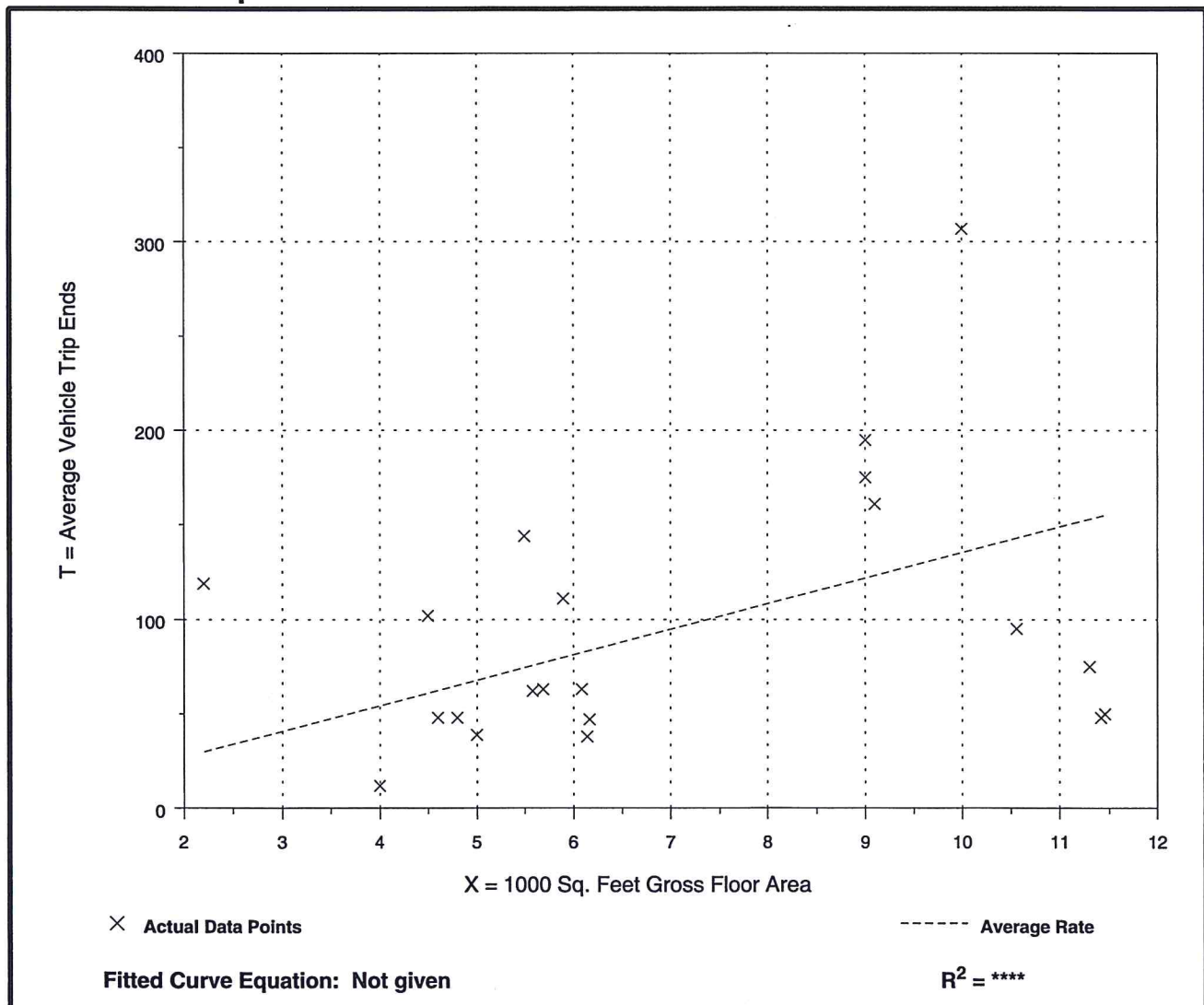
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 21
 Average 1000 Sq. Feet GFA: 7
 Directional Distribution: 52% entering, 48% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
13.53	3.00 - 54.09	10.05

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 31
Average 1000 Sq. Feet GFA: 5
Directional Distribution: 54% entering, 46% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
18.49	5.60 - 69.20	13.32

Data Plot and Equation

